

- UNITED STATES DISTRICT COURT
for the
DISTRICT OF MASSACHUSETTS**

7. On or about September 29, 2017, the Plaintiff, Matthew Cooney, was employed by the Defendant, Adventures at Yankee Fleet Corp., as a seaman and a member of the crew of the F/V YANKEE FREEDOM.

8. On or about September 29, 2017, the Defendant, Adventures at Yankee Fleet Corp., owned the F/V YANKEE FREEDOM.

9. The Defendant, Adventures at Yankee Fleet Corp., chartered the F/V YANKEE FREEDOM from some other person or entity such that on or about September 29, 2017, the Defendant, Adventures at Yankee Fleet Corp., was the owner pro hac vice of the F/V YANKEE FREEDOM.

10. On or about September 29, 2017, the Defendant, Adventures at Yankee Fleet Corp., operated the F/V YANKEE FREEDOM.

11. On or about September 29, 2017, the Defendant, Adventures at Yankee Fleet Corp., or the Defendant's agents, servants and/or employees, controlled the F/V YANKEE FREEDOM.

12. On or about September 29, 2017, the Plaintiff, Matthew Cooney, was employed by the Defendant, Yankee Fleet, Inc.

13. On or about September 29, 2017, the Plaintiff, Matthew Cooney, was employed by the Defendant, Yankee Fleet, Inc., as a seaman and a member of the crew of the F/V YANKEE FREEDOM.

14. On or about September 29, 2017, the Defendant, Yankee Fleet, Inc., owned the F/V YANKEE FREEDOM.

15. The Defendant, Yankee Fleet, Inc., chartered the F/V YANKEE FREEDOM from

some other person or entity such that on or about September 29, 2017, the Defendant, Yankee Fleet, Inc., was the owner pro hac vice of the F/V YANKEE FREEDOM.

16. On or about September 29, 2017, the Defendant, Yankee Fleet, Inc., operated the F/V YANKEE FREEDOM.

17. On or about September 29, 2017, the Defendant, Yankee Fleet, Inc., or the Defendant's agents, servants and/or employees, controlled the F/V YANKEE FREEDOM.

18. On or about September 29, 2017, the F/V YANKEE FREEDOM was in navigable waters.

19. On or about September 29, 2017, while in the in the performance of his duties in the service of the F/V YANKEE FREEDOM, the Plaintiff, Matthew Cooney, sustained personal injuries.

20. Prior to and at the time he sustained the above-mentioned personal injuries, the Plaintiff, Matthew Cooney, was exercising due care.

Jurisdiction

21. This Court has subject matter jurisdiction over this matter pursuant to The Merchant Marine Act of 1920, commonly called the Jones Act, 46 U.S.C., §30104 et. seq. (formerly §688 et. seq.).

22. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §1331 and alternatively 28 U.S.C. § 1333.

COUNT I

MATTHEW COONEY V. ADVENTURES AT YANKEE FLEET CORP. **(JONES ACT NEGLIGENCE)**

23. The Plaintiff, Matthew Cooney, reiterates the allegations set forth in paragraphs 1

through 22 above.

24. The personal injuries sustained by the Plaintiff, Matthew Cooney, were not caused by any fault on his part but were caused by the negligence of the Defendant, Adventures at Yankee Fleet Corp., its agents, servants and/or employees.

25. As a result of said injuries, the Plaintiff, Matthew Cooney, has suffered pain of body and anguish of mind, lost time from his usual work and pursuits, incurred medical expenses, and has sustained and will sustain other damages as will be shown at trial.

26. This cause of action is brought under the Merchant Marine Act of 1920, commonly called the Jones Act.

WHEREFORE, the Plaintiff, Matthew Cooney, demands judgment against the Defendant, Adventures at Yankee Fleet Corp., in an amount to be determined by a jury together with interest and costs.

COUNT II

MATTHEW COONEY V. ADVENTURES AT YANKEE FLEET CORP. **(GENERAL MARITIME LAW - UNSEAWORTHINESS)**

27. The Plaintiff, Matthew Cooney, reiterates the allegations set forth in paragraphs 1 through 22 above.

28. The personal injuries sustained by the Plaintiff, Matthew Cooney, were due to no fault of his, but were caused by the unseaworthiness of the F/V YANKEE FREEDOM.

29. As a result of said injuries, the Plaintiff, Matthew Cooney, has suffered pain of body and anguish of mind, lost time from his usual work and pursuits, incurred medical expenses, and has sustained and will sustain other damages as will be shown at trial.

30. This cause of action is brought under the General Maritime Law for unseaworthiness and is for the same cause of action as Count II.

WHEREFORE, the Plaintiff, Matthew Cooney, demands judgment against the Defendant, Adventures at Yankee Fleet Corp., in an amount to be determined by a jury together with interest and costs.

COUNT III

MATTHEW COONEY V. ADVENTURES AT YANKEE FLEET CORP. **(GENERAL MARITIME LAW - MAINTENANCE and CURE)**

31. The Plaintiff, Matthew Cooney, reiterates all of the allegations set forth in Paragraphs 1 through 22 above.

32. As a result of the personal injuries described in paragraph 19 above, the Plaintiff, Matthew Cooney, has incurred and will continue to incur expenses for his maintenance and cure.

WHEREFORE, the Plaintiff, Matthew Cooney, demands judgment against the Defendant, Adventures at Yankee Fleet Corp., in an amount to be determined by a jury for maintenance and cure, together with costs and interest.

COUNT IV

MATTHEW COONEY V. YANKEE FLEET, INC. **(JONES ACT NEGLIGENCE)**

33. The Plaintiff, Matthew Cooney, reiterates the allegations set forth in paragraphs 1 through 22 above.

34. The personal injuries sustained by the Plaintiff, Matthew Cooney, were not caused by any fault on his part but were caused by the negligence of the Defendant, Yankee Fleet, Inc., its agents, servants and/or employees.

35. As a result of said injuries, the Plaintiff, Matthew Cooney, has suffered pain of body and anguish of mind, lost time from his usual work and pursuits, incurred medical expenses, and has sustained and will sustain other damages as will be shown at trial.

36. This cause of action is brought under the Merchant Marine Act of 1920, commonly called the Jones Act.

WHEREFORE, the Plaintiff, Matthew Cooney, demands judgment against the Defendant, Yankee Fleet, Inc., in an amount to be determined by a jury together with interest and costs.

COUNT V

MATTHEW COONEY V. YANKEE FLEET, INC.
(GENERAL MARITIME LAW - UNSEAWORTHINESS)

37. The Plaintiff, Matthew Cooney, reiterates the allegations set forth in paragraphs 1 through 22 above.

38. The personal injuries sustained by the Plaintiff, Matthew Cooney, were due to no fault of his, but were caused by the unseaworthiness of the F/V YANKEE FREEDOM.

39. As a result of said injuries, the Plaintiff, Matthew Cooney, has suffered pain of body and anguish of mind, lost time from his usual work and pursuits, incurred medical expenses, and has sustained and will sustain other damages as will be shown at trial.

40. This cause of action is brought under the General Maritime Law for unseaworthiness and is for the same cause of action as Count IV.

WHEREFORE, the Plaintiff, Matthew Cooney, demands judgment against the Defendant, Yankee Fleet, Inc., in an amount to be determined by a jury together with interest and

costs.

COUNT VI

MATTHEW COONEY V. YANKEE FLEET, INC.
(GENERAL MARITIME LAW - MAINTENANCE and CURE)

41. The Plaintiff, Matthew Cooney, reiterates all of the allegations set forth in Paragraphs 1 through 22 above.

42. As a result of the personal injuries described in paragraph 19 above, the Plaintiff, Matthew Cooney, has incurred and will continue to incur expenses for his maintenance and cure.

WHEREFORE, the Plaintiff, Matthew Cooney, demands judgment against the Defendant, Yankee Fleet, Inc., in an amount to be determined by a jury for maintenance and cure, together with costs and interest.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES

RAISED IN COUNTS I-VI

Respectfully submitted for
the Plaintiff, MATTHEW COONEY,
by his attorneys,

/s/ Carolyn M. Latti
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